

1 service training plan.

2 Pre-service and in-service training shall be augmented with  
3 specialized training and continuing education for appropriate  
4 staff (e.g., case managers, counselors, psychology services  
5 staff, chaplaincy staff, correctional officers, investigatory  
6 officials, health/mental health care providers, etc.).

7 The contractor shall provide disturbance control training to  
8 appropriate staff.

9  
10 **F. Case Records**

11 Inmate Files

12 All inmate files (e.g., central files, medical files, judgment  
13 and commitment (J&C) files, etc.) are to be prepared, maintained  
14 and disposed of in accordance with BOP format and procedures.

15 Policy and procedures shall be developed to ensure the  
16 confidentiality and security of all inmate central files (e.g.,  
17 J&C files, central files, United States Parole Commission mini-  
18 files) in accordance with P.S. 5800.13, Inmate Systems Management  
19 Manual, dated 6/28/02, P.S. 5800.11, Inmate Central File,  
20 Privacy Folder, and Parole Mini-Files, dated 12/31/97, and in  
21 accordance with all applicable federal provisions (e.g., 5 USC  
22 552 and 552a).

23 Records Office Procedures

24 The contractor shall interact with other agencies to satisfy  
25 outstanding inmate obligations, including, but not limited to:

- 26 1) processing of federal and state writs;
- 27 2) administration of the Interstate Agreement on
- 28 Detainers;
- 29 3) detainer inquiries;
- 30 4) lodging and removal of detainers;
- 31 5) notification requests from other agencies; and
- 32 6) coordination of transfer/inmate movement in and out of
- 33 the facility in accordance with P.S. 5800.13, Inmate
- 34 Systems Management Manual, dated 6/28/02, Chapter 8;

1 P.S. 5875.12, Transfer of Inmates to State Agents for  
2 Production on State Writs, dated 7/31/03; and P.S.  
3 5800.12, Receiving and Discharge Manual, dated 8/17/98.

4 No BOP inmate shall be admitted to the institution unless  
5 designated by the BOP. No BOP inmate shall be permanently  
6 released from custody without BOP written approval.

7 Sentence computations shall be completed in accordance with P.S.  
8 5800.13, Inmate Systems Management Manual, dated 6/28/02; P.S.  
9 5880.28, Sentence Computation Manual (CCA of 1984), dated  
10 7/20/99; 28 CFR 523; and federal criminal code and rules prior to  
11 being submitted to the BOP for review.

12 The contractor shall use SENTRY for the following procedures:  
13 admissions and releases; inmate counts; medical data; inmate  
14 work, housing assignments, classification and programming;  
15 education data; discipline data; victim/witness program; sentence  
16 computations, including good time; and United States Parole  
17 Commission actions. The contractor has the option to use SENTRY  
18 for any other procedures as approved by the COR.

19 The contractor shall: maintain inmate J&C files; maintain file  
20 accountability and security; respond to inmate inquiries; respond  
21 to outside requests for information; compute sentences and  
22 determine release dates; enter sentence computations in SENTRY;  
23 update sentence computations according to amended court orders;  
24 post good conduct time for sentence computations; verify release  
25 methods and dates prior to an inmate's release; scan all J&C file  
26 documents and electronically submit to BOP; and make any changes  
27 as directed by the BOP.

28 The contractor shall sign the Release Authorization after  
29 certification and final audit has been performed by BOP staff.  
30 In instances of immediate release, the BOP will certify the  
31 contractor's sentence computation.

32 The contractor shall comply with the Privacy Act of 1974 (5 USC  
33 552a) and 28 CFR Parts 16 and 513.

34 Pre-Sentence Investigation Reports

35 An inmate's Pre-Sentence Investigation Reports (PSR) and

1 Statements of Reasons (SOR) from criminal judgments are provided,  
2 where authorized by the court, to the contractor to facilitate  
3 sentence administration functions only (e.g., classification,  
4 designation, programming, sentence calculation, pre-release  
5 planning, escape apprehension, prison disturbance response,  
6 sentence commutation, pardon and deportation proceedings of the  
7 inmate). The contractor is prohibited from disclosing copies of,  
8 or information from, these documents to persons unrelated to the  
9 inmate's sentence administration. Requests for access to these  
10 documents from any persons unrelated to the offender's sentence  
11 administration should be referred to the BOP in accordance with  
12 28 CFR 513.

13 The contractor must provide inmates local access to review their  
14 own PSRs and SORs but is prohibited from allowing inmates to  
15 obtain and/or possess photocopies. Local access means contractor  
16 staff must provide inmates reasonable opportunities to locally  
17 review their PSRs and SORs as staff time and official duties  
18 permit. During local reviews, inmates are allowed to make  
19 handwritten notes, including hand copying the document word-for-  
20 word. Only the photocopy replication of these documents is  
21 prohibited.

22 PSRs and SORs are part of the inmate's central file, and the  
23 contractor shall manage these documents in accordance with P.S.  
24 5800.11, Inmate Central File, Privacy Folder, and Parole  
25 Mini-Files, dated 12/31/97. For example, when inmates are  
26 transferred from the contractor facility to another facility, the  
27 entire inmate central file shall be transferred to the new  
28 facility. Similarly, when an inmate is released from the  
29 sentence, the entire inmate central file shall be archived as a  
30 BOP record.

## 31 **G. Information Systems and Research**

### 32 Information Systems

33 The BOP information system environment includes mainframe,  
34 Local Area Network (LAN) and Wide Area Network (WAN) components.

35 The BOP mainframe software environment exists in an internally  
36 developed application named SENTRY which is used to support  
37 facility operations. The contractor shall provide and maintain

1 hardware and software to access SENTRY in the manner referenced  
2 in Section J to operate the facility.

3 The contractor shall appoint a SENTRY security manager who shall  
4 be the contractor's point of contact for SENTRY use at the  
5 institution. It is suggested the SENTRY security manager be a  
6 collateral duty appointment. All contractor and subcontractor  
7 staff being granted access to SENTRY shall sign a SENTRY Rules of  
8 Behavior form located in Section J. The SENTRY security manager  
9 shall keep these on file.

10 The technical hardware environment in which computer services are  
11 to be performed consists of IBM-compatible Personal Computers  
12 (PC) operating on a LAN. In addition to providing for the inter-  
13 connection of PC workstations, the LAN also provides connections  
14 to a BOP centralized gateway which connects to an IBM-compatible  
15 mainframe computer located in a DOJ data center.

16 All network operating system hardware furnished by the  
17 contractor shall be compatible with BOP equipment throughout  
18 the life of the contract at the contractor's expense. The  
19 network switching infrastructure must be Cisco hardware and  
20 software. BOP National Network Communications staff must be  
21 provided enable password access to all the Cisco infrastructure  
22 equipment.

23 The contractor is required to provide the hardware and software  
24 contained in Section J in order to participate in the BOP's  
25 information system environment.

26 All network operating system software, applications software and  
27 configurations not furnished by the Government shall be the same  
28 release, version and configuration currently specified by the  
29 contract. The contractor shall adhere to P.S. 1237.14, Personal  
30 Computers and Network Standards, dated 5/7/07, and its associated  
31 Technical Bulletins.

32 The contractor shall ensure the inmate "automated system of  
33 records" is compatible with standard BOP facility and operational  
34 requirements.

35 If it is technically feasible and if approved by the BOP Chief

1 Information Officer (CIO), the contractor shall be permitted  
2 access to the following programs: Victim Notification System  
3 (VNS), Centra, Web 106, Joint Automated Booking System (JABS) and  
4 the Magic Help Desk (one license per facility). Access shall be  
5 coordinated through the COTR and COR.

6 The contractor shall adhere to P.S. 1237.13, Information  
7 Security, dated 3/31/06, which governs such areas as: security  
8 for and access to sensitive information and systems; minimum  
9 personnel security pre-requisites for computer system users and  
10 administrators; and security and access to computer rooms, etc.

11 The contractor shall ensure fundamental information technology  
12 resources (computer hardware, network and operating system  
13 software and telecommunications facilities) used in performance  
14 of this contract function properly and are maintained in good  
15 operating condition. A minimum Operational Availability Rate  
16 (OAR) of 97% is required for all such resource components. The  
17 contractor shall ensure such resources are compatible with  
18 existing BOP equipment, systems and data exchange functions.

19 GroupWise shall be configured as an external domain to the BOP  
20 primary domain and shall have no physical or logical connections  
21 to any internal or external mail system other than the BOP.

22 Unless specifically approved by the BOP CIO and the COR, the  
23 contractor's network shall have no physical or logical  
24 connectivity to any external systems except to the BOP WAN.

25 The contractor shall have video conferencing capabilities which  
26 can be utilized for Government supplied training, inmate legal  
27 hearings as required by the Government, conferences, etc. In  
28 order to support video conferencing, the video teleconference  
29 device must be approved by the Computer Services and User Support  
30 Branch prior to purchase. The device must be statically  
31 addressed with an address provided by the BOP National Network  
32 Communications (NNC) Branch. The LAN port used for the video  
33 unit must be capable of fixed speed and duplex configuration and  
34 verified by NNC.

35  
36 Research

37 Advance approval from the COR shall be obtained for all proposed

1 research projects. These include projects conducted by the  
2 contractor, subcontractors or any other party. The COR shall be  
3 advised of the progress of all research projects, have total  
4 access to all documents and be provided a copy of the final  
5 report prior to any publication.

6 The contractor is required to participate in any research task  
7 pursued by the Government and shall gather and provide any  
8 information requested. Contractor participation is anticipated  
9 to be primarily in the area of gathering and submitting  
10 statistical information.

11 At the discretion of the Government, an independent evaluator,  
12 compensated by the Government, may interview and/or administer  
13 surveys to staff and inmates.

#### 14 **H. Physical Plant**

15 The facility shall be operated and maintained to ensure inmates  
16 are housed in a safe, secure and humane manner. All equipment,  
17 supplies and services shall be contractor furnished except as  
18 otherwise noted in this contract.

19 The facility shall be designed, constructed, operated and  
20 maintained in accordance with all applicable federal, state and  
21 local laws, regulations, codes, guidelines and policies. In the  
22 event of a conflict between federal, state or local laws, codes,  
23 regulations or requirements, the most stringent shall apply. In  
24 the event there is more than one reference to a safety, health or  
25 environmental requirement in an applicable law, standard, code,  
26 regulation or Government policy, the most stringent requirement  
27 shall apply.

28 The contractor shall provide and maintain an electronic security  
29 alarm system which will identify any unauthorized access to the  
30 institution's secure perimeter.

31 The facility shall comply with the International Code Council  
32 (ICC) family of codes, including, but not limited to, the  
33 following:

- 34 1) International Building Code (IBC);

- 2) International Plumbing Code (IPC);
- 3) International Mechanical Code (IMC); and
- 4) International Energy Conservation Code (IECC).

The contractor shall comply with the National Electric Code (NEC). Fire protection and life safety issues shall be governed by the latest edition of the National Fire Protection Association (NFPA) 101, Code for Safety to Life from Fire in Buildings and Structures, and applicable National Fire Codes (NFC). Should conflicts occur between other codes and NFC, NFC shall apply. The contractor shall comply with state and local building codes to the maximum extent possible.

The facility shall comply with the Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction (E.O. 12699). The seismic safety requirements, as set forth in the ICC family of codes, are the minimum standards. Should the code applicable for the state in which the facility is located be more stringent than the other codes set forth herein, the state code shall prevail. If the code cannot be applied, then the locally adopted codes would prevail for building standards and seismic acceptability.

The facility shall comply with the requirements of the American with Disabilities Act (ADA). All areas of the buildings and site shall meet these requirements.

Activities implemented, in whole or in part, with federal funds, must comply with applicable legislation and regulations established to protect the human or physical environment and to ensure public opportunities for review. The contractor shall remain in compliance with federal statutes during performance of the contract to include, but not be limited to, the Clean Air Act, Clean Water Act, Endangered Species Act, Resource Conservation and Recovery Act and other applicable laws, regulations and requirements. The contractor shall also comply with all applicable limitations and mitigation identified in any Environmental Assessment or Environmental Impact Statement prepared in conjunction with the contract pursuant to the National Environmental Policy Act, 42 USC 4321.

The contractor shall be responsible for and shall indemnify and hold the Government harmless for any and all spills, releases,

1 emissions, disposal and discharges of any toxic or hazardous  
2 substance, pollutant or waste, whether sudden or gradual, caused  
3 by or arising under the performance of the contract or any  
4 substance, material, equipment or facility utilized therefore.  
5 For the purposes of any environmental statute or regulation, the  
6 contractor shall be considered the "owner and operator" for any  
7 facility utilized in the performance of the contract and shall  
8 indemnify and hold the Government harmless for the failure to  
9 adhere to any applicable law or regulation established to protect  
10 the human or physical environment. The contractor shall be  
11 responsible in the same manner as above regardless of whether  
12 activities leading to or causing a spill, release, emission or  
13 discharge are performed by the contractor, its agent or designee,  
14 an inmate, visitor or any third party.

15 Should any spills or releases of any substance into the  
16 environment occur, the contractor shall immediately report the  
17 incident to the CO. The liability for the spill or release of  
18 such substances rests solely with the contractor and its agents.

19 A safety program shall be maintained in compliance with all  
20 applicable federal, state and local laws, statutes, regulations  
21 and codes. The contractor shall comply with the requirements of  
22 the Occupational Safety and Health Act of 1970, 29 USC 651, et  
23 seq., and all codes and regulations associated with 29 CFR 1910  
24 and 1926.

25 All fire detection, communication, alarm, annunciation,  
26 suppression and related equipment shall be operated, inspected,  
27 maintained and tested in accordance with the most current edition  
28 of NFPA 72, National Fire Alarm Code. Contractor shall provide  
29 proof of testing and inspections as listed in NFPA 72 and NFPA  
30 13, Installation of Sprinkler Systems, when required.

31 Promptly after the occurrence of any physical damage to the  
32 institution (including disturbances), the contractor shall report  
33 such damage to the COR. It shall be the responsibility of the  
34 contractor to repair such damage, rebuild or restore the  
35 institution consistent with the master design and construction  
36 specifications for the facility at no cost to the Government.  
37 Any deviation from the original design and construction  
38 specifications shall require the prior written concurrence of the  
39 CO.

1 The BOP anticipates a nominal number of BOP staff will be on site  
2 to monitor contract performance and manage other BOP interests  
3 associated with operation of the facility. With BOP concurrence,  
4 the contractor shall designate approximately 2,500 square feet of  
5 secure administrative office space for BOP staff operations as  
6 indicated in Section J. BOP office space shall be located within  
7 close proximity to the administrative office space for the  
8 contractor's staff.

9 The contractor shall provide operational space for the Executive  
10 Office for Immigration Review (EOIR) and United States  
11 Immigration and Customs Enforcement (ICE) operations. EOIR and  
12 ICE will require appropriate space to accommodate video  
13 conferencing equipment for use in immigration removal processing.  
14 Space requirements should, at a minimum, allow for the use of  
15 video conferencing equipment for small groups of inmates and  
16 escorting staff and one office for ICE. With BOP concurrence,  
17 the contractor shall designate an area or multiple use space to  
18 accommodate a video courtroom equal to approximately 300 square  
19 feet and a separate office space for ICE at 150 square feet to be  
20 located near each other and inside the secure perimeter of the  
21 facility as indicated in Section J.

22 All office and multiple use space shall be climate controlled and  
23 complete with appropriate electrical, communication and phone  
24 connections. The contractor shall be responsible for all  
25 maintenance, security and costs associated with space designated  
26 for Government staff.

27 The contractor shall provide no less than 10 parking spaces for  
28 Government use.

## 29 **I. Security and Control**

### 30 Use of Force

31 Any use of force by the contractor shall at all times be  
32 consistent with all applicable policies of the Government. All  
33 use of lethal force by the contractor or any other authority  
34 shall be in compliance with P.S. 5500.12, Correctional Services  
35 Procedures Manual, dated 10/10/03, Chapter 7, Section 702, Use of  
36 Firearms. All use of less lethal force by the contractor or any  
37 other authority shall be in compliance with P.S. 5566.06, Use of

1 Force and Application of Restraints, dated 11/30/05.

2 All use of force incidents shall be reported in accordance with  
3 P.S. 5500.12, Correctional Services Procedures Manual, dated  
4 10/10/03, Chapter 6, Sections 602, 604 and 605, After-Action  
5 Review and Reporting.

6 Arrest Authority

7 The contractor shall have appropriate arrest authority in order  
8 to maintain the security of the correctional institution.

9 The contractor shall ensure the arrest authority meets the  
10 following standards so an officer or employee of the contractor  
11 may:

- 12 1) make arrests on or off facility property without  
13 warrant for the following violations regardless of  
14 where the violation may occur: assaulting staff,  
15 escape, attempted escape and assisting escape;
- 16 2) make arrests on facility property without warrant for  
17 the following violations: theft, depredation of  
18 property, contraband, mutiny and/or riot and trespass;  
19 and
- 20 3) arrest without warrant for any other offense committed  
21 on facility property if necessary to safeguard  
22 security, good order or Government property

23 if such officer or employee of the contractor has reasonable  
24 grounds to believe the arrested person is guilty of such offense  
25 and if there is likelihood of such person's escaping before an  
26 arrest warrant can be obtained. If the arrested person is a  
27 fugitive from custody, such inmate shall be returned to custody.

28 Inmate Accountability

29 SENTRY shall be used for reporting all official counts.  
30 Documentation shall be maintained to support all counts.

31 Key Control

1 The contractor shall develop policy and procedures for the  
2 maintenance and security of keys and locking mechanisms to  
3 include: method of inspection to expose compromised locks or  
4 locking mechanisms; method of replacement for damaged keys and/or  
5 locks; preventative maintenance schedule for servicing locks and  
6 locking mechanisms; restrictions on removal of keys from the  
7 facility and issuance of emergency keys. The contractor shall  
8 notify the BOP in the event any key or locking mechanism is lost  
9 or compromised.

#### 10 Tool Control

11 All controlled tools, equipment and hazardous materials shall be  
12 classified by security risk.

#### 13 Inmate Transportation

14 The contractor is responsible for the movement/transportation of  
15 all inmates within a 400 mile radius of the contract facility.  
16 The contractor shall utilize restraint equipment identical to the  
17 BOP's [**Handcuffs:** stainless, nickel-plated steel, 10oz/12oz; **Leg**  
18 **Irons:** standard, nickel-plated steel, with approximately a 14 x  
19 ½ inch chain; **Martin Chain (Waist Chain):** chains shall be of  
20 case-hardened variety with a minimum breaking strength of  
21 approximately 800 pounds; **American Padlock** with a PTKB-1 key-way  
22 code to be provided by on-site staff] when one-for-one equipment  
23 exchange is required (e.g., airlifts).

#### 24 Intelligence Operations

25 Policy and procedures for collecting, analyzing, disseminating  
26 and safeguarding intelligence information regarding issues  
27 affecting safety, security and the orderly operation of the  
28 facility shall be developed.

29 The contractor shall have a position at the institution dedicated  
30 to intelligence operations. The position shall be known as an  
31 Intelligence Officer (IO).

32 The contractor shall develop a urine and alcohol surveillance  
33 program at the facility which complies with P.S. 6060.08, Urine

1 Surveillance and Narcotic Identification, dated 3/8/01, and CFR  
2 28.550.10. Only laboratories certified by the Substance Abuse  
3 and Mental Health Services Administration, Department of Health  
4 and Human Services, shall be used for urine surveillance.

5 If authorized to do so under applicable law, the IO shall be  
6 responsible for administration of the inmate telephone monitoring  
7 program. These responsibilities include, but are not limited to:  
8 gathering intelligence from monitored inmate telephone calls and  
9 producing concise intelligence summaries of the calls; subject  
10 matter expertise on inmate telephone monitoring procedures; and  
11 use of telephone monitoring equipment.

12 All requests by law enforcement authorities, other than BOP  
13 staff, regarding inmate telephone monitoring shall be immediately  
14 referred to the COR.

15 The IO office shall have SENTRY access. The IO will be required  
16 to utilize various BOP information data bases in the performance  
17 of required duties. All IO computer hardware/software and  
18 related telephone recording equipment/monitoring media shall be  
19 designated as "Sensitive But Unclassified." Areas containing  
20 such equipment shall be designated as "Restricted" and "Limited  
21 Access" areas. Inmates are prohibited from entering or working  
22 in the IO office and the inmate telephone monitoring and  
23 telephone media library rooms.

24  
25 The IO shall submit information and reports as requested by the  
26 BOP. The IO shall provide the BOP with quarterly intelligence  
27 updates relating to intelligence gathered by using the Automated  
28 Intelligence Management System (AIMS). The IO shall participate  
29 in meetings and training as requested by the BOP.

#### 30 Intervention Equipment

31 The contractor shall submit to the COR a proposed inventory of  
32 intervention equipment for approval (e.g., weapons, munitions,  
33 chemical agents, electronics/stun technology, etc.) intended for  
34 use during performance of this contract 30 days prior to NTP.  
35 The contractor shall submit any changes to the intervention  
36 equipment inventory to the COR for approval prior to use.

37 The use and carrying of weapons for training shall meet all

1 federal, state and local laws and regulations.

2 Reporting

3 The contractor shall report all criminal activity related to the  
4 performance of this contract to the BOP and the appropriate law  
5 enforcement investigative agency (e.g., state/local authorities,  
6 Federal Bureau of Investigation, United States Marshals Service).

7 The contractor shall telephonically report immediately any  
8 serious incident to the COR and submit a report of the incident  
9 using Report of Incident (Form BP-A583) by the next business day.  
10 Serious incidents include, but are not limited to: activation of  
11 disturbance control team(s); disturbances (including gang  
12 activities, group demonstrations, food boycotts, work strikes,  
13 work-place violence, civil disturbances/protests); staff use of  
14 force, including use of immediate, calculated lethal and less  
15 lethal force; inmates in restraints more than eight hours;  
16 assaults on staff/inmates resulting in injuries requiring medical  
17 attention (does not include routine medical evaluation after the  
18 incident); fights resulting in injuries requiring medical  
19 attention; fires; full or partial lock down of the facility;  
20 escapes; weapons discharge; suicide attempts; deaths; hunger  
21 strikes; adverse incidents that attract unusual interest or  
22 significant publicity; adverse weather (e.g., hurricanes, floods,  
23 ice/snow storms, heat waves, tornadoes); fence damage; power  
24 outages; bomb threats; central inmate monitoring cases (non-  
25 separation) transported to a community hospital; significant  
26 environmental problems that impact the facility operations;  
27 transportation accidents (airlift, bus, etc.) resulting in  
28 injuries, death or property damage; and inmate sexual assaults.

29 An After-Action Review Report (Form BP-A586) shall be generated  
30 for all major incidents in accordance with P.S. 5500.12,  
31 Correctional Services Procedures Manual, dated 10/10/03.

32 Attempts to apprehend escapee(s) shall be in accordance with the  
33 contractor's established emergency plans and procedures set forth  
34 in P.S. 5553.07, Escapes/Deaths Notifications, dated 2/10/06, and  
35 Report of Incident (Form BP-A583).

36 Investigations

1 The Government may investigate any incident pertaining to  
2 performance of this contract. The contractor shall cooperate  
3 with the Government on all such investigations.

#### 4 Sexual Assault

5 The contractor shall comply with the policies and procedures for  
6 establishment of a sexual abuse/assault program as contained in  
7 P.S. 5324.06, Sexually Abusive Behavior Prevention and  
8 Intervention Program, dated 4/27/05.

#### 9 **J. Discipline**

10 The contractor shall comply with the policy and procedures for  
11 inmate discipline as contained in 28 CFR 541 and P.S. 5270.07,  
12 Inmate Discipline and Special Housing Units, dated 3/20/06. All  
13 data regarding the discipline incident report process for inmates  
14 shall be entered into SENTRY.

#### 15 **K. Inmate Rights**

16 In addition to the contractor's grievance policy, the contractor  
17 shall develop procedures for inmates to file administrative  
18 remedy appeals in accordance with 28 CFR Part 542 for issues  
19 outside the contractor's scope of responsibility as determined by  
20 the BOP. The contractor shall accept and respond to the appeal  
21 to the extent possible with further appeal to the BOP. Appeals  
22 to the BOP must be submitted in the English language.

23 The contractor shall stock and provide inmates with BOP  
24 administrative remedy forms. The contractor shall utilize SENTRY  
25 to facilitate the administrative remedy process. When relief is  
26 granted upon appeal, the contractor shall take corrective action  
27 as indicated in the response.

28 The contractor shall comply with the Religious Freedom  
29 Restoration Act of 1993, 42 USC 2000bb, et seq., and ensure the  
30 religious services programs are consistent with this Act.

#### 31 **L. Reception and Orientation**

##### 32 Admission and Release Procedures

1 The contractor shall comply with P.S. 5800.12, Receiving and  
2 Discharge Manual, dated 8/17/98, when entering inmate admission  
3 and release data.

4 The search of inmates admitted to the facility or released to any  
5 authority shall include a strip search performed by contractor  
6 staff. The search shall be conducted by persons of the same  
7 gender except in urgent circumstances.

8 Inmates shall be fingerprinted using Government supplied forms  
9 and submitted to the FBI in accordance with P.S. 5800.12,  
10 Receiving and Discharge Manual, dated 8/17/98.

11 The intake process shall include, at a minimum, medical, social  
12 and psychological screening within 24 hours of inmate arrival at  
13 the facility and prior to inmate release to the general  
14 population. For all newly committed inmates, a psychological  
15 assessment shall be completed within 14 days of arrival at the  
16 facility. For inmates transferring from a BOP institution, a  
17 psychological update of the inmate is sufficient in lieu of the  
18 psychological assessment.

19 The contractor shall ensure all requirements related to P.S.  
20 5180.04, Central Inmate Monitoring System, dated 8/16/96, are  
21 maintained.

22 In cases where inmates are being transferred to or from foreign  
23 countries, 28 CFR 527 and 18 USC 4100, et seq., shall be  
24 followed.

25 P.S. 5580.07, Personal Property, Inmate, dated 12/28/05, provides  
26 procedures related to inmate property. Property of inmates  
27 transferred to other facilities shall meet the requirements of  
28 the above Program Statement. In the event property outside the  
29 scope of P.S. 5580.07 accompanies an inmate departing the  
30 contract facility, the property shall be returned to the facility  
31 for disposition at the contractor's expense. All inmate personal  
32 property shall be inventoried and an Inmate Personal Property  
33 Record (Form BP-A383) completed upon inmate admission or  
34 discharge.

35 DNA Analysis Procedures

1 The contractor shall develop and implement procedures to comply  
2 with the DNA Analysis Backlog Elimination Act of 2000 (P.L. 106-  
3 546) and USA Patriot Act (P.L. 107-560). These laws require DNA  
4 samples to be obtained from inmates convicted of qualifying  
5 federal offenses as determined by the Attorney General. A list  
6 of qualifying offenses, subject to change by determination of the  
7 Attorney General, is included as an attachment in Section J.  
8 Subsequent changes to the list of qualifying offenses shall be  
9 disseminated to the contractor by the COTR. The law applies to  
10 inmates with current or past qualifying offenses. The contractor  
11 shall develop procedures to identify inmates currently in custody  
12 who meet the statutory requirement for DNA testing. Inmates  
13 coming into custody will have DNA requirements identified by the  
14 BOP.

15 The FBI will supply standardized DNA collection kits to the  
16 contractor. The FBI analyzes the collected samples and maintains  
17 the Combined DNA Index System (CODIS).

18 The contractor shall adhere to the SENTRY instructions for DNA  
19 collection as provided by the BOP. Inmates found to have  
20 qualifying offenses will be identified thru SENTRY. DNA sampling  
21 must occur prior to an inmate release. If an inmate has already  
22 provided a DNA sample as identified in SENTRY, another sample is  
23 not required.

24 The contractor shall provide notification using a BOP approved  
25 format of the Notice of Release and Arrival (Form BP-A714) to the  
26 appropriate authorities (United States Probation or Court  
27 Services or Offender Supervision Agency) of each inmate releasing  
28 to a term of community supervision and subject to this law,  
29 indicating if a DNA sample has been collected.

#### 30 **M. Classification**

31 Inmates shall be housed in a unit where the contractor shall  
32 ensure appropriate supervision, informal interaction and early  
33 problem identification and resolution is provided.

34 Unit team members shall be accessible from the housing unit and  
35 available to the population. Individual and group counseling  
36 shall be available.

1 Programming shall be reviewed with individual inmates on a  
2 regular basis.

3 The contractor shall enter and keep current all required SENTRY  
4 transactions and written documentation related to the  
5 classification and program review of inmates, progress reports  
6 and Central Inmate Monitoring System. A system of records and  
7 review to ensure compliance with P.S. 5100.08, Inmate Security  
8 Designation and Custody Classification, dated 9/12/06, and 28 CFR  
9 shall be maintained.

10 The contractor shall follow all applicable provisions related to  
11 the Violent Crime Control and Law Enforcement Act of 1994 (P.L.  
12 103-332) ensuring all notification requirements are accomplished  
13 for appropriate inmates.

14 The facility shall develop and maintain a financial  
15 responsibility system to assist the inmate in developing a  
16 financial plan to meet legitimate financial obligations in  
17 accordance with 28 CFR 545.10.

18 The contractor shall develop policy and procedures for the  
19 facility concerning victim and/or witness notification for  
20 appropriate inmates which meet the requirements outlined in  
21 28 CFR 551 Subpart M, §551.150-551.153; Victim and Witness  
22 Protection Act of 1982 (P.L. 97-291); Crime Control Act of 1990  
23 (P.L. 101-647); and Violent Crime Control and Law Enforcement Act  
24 of 1994 (P.L. 103-332).

25 The contractor shall develop policy and procedures to comply with  
26 the provisions of the Adam Walsh Child Protection and Safety Act  
27 of 2006 (H.R. 4472) as outlined in the Procedures for  
28 Implementation of Walsh Act Civil Commitment of Sexually  
29 Dangerous Persons located in Section J of the contract.

30 The procedures shall ensure the contractor reviews all inmate  
31 files to determine qualifying conduct for establishing an  
32 appropriate Adam Walsh Case Management Assignment (CMA)  
33 assignment. No inmate shall be released without a Walsh CMA  
34 assignment.

1     **N.   Health Care**

2     The contractor shall provide all essential health care services  
3     while meeting the applicable standards and levels of quality  
4     established by the ACA and the designated BOP National Health  
5     Care Accreditation Provider, The Joint Commission. In addition,  
6     the contractor shall adhere to all applicable federal, state and  
7     local laws and regulations governing delivery of health services.

8     The contractor's facility shall obtain full accreditation by the  
9     BOP's accepted medical accreditation organization within 24  
10    months of the NTP and shall maintain continual compliance with  
11    the accreditation standards during performance of the contract.  
12    The BOP's current medical accreditation is by The Joint  
13    Commission.

14    Failure to perform in accordance with contract requirements and  
15    to obtain full accreditation by the BOP's accepted medical  
16    accreditation organization within 24 months of the NTP may result  
17    in a reduction of the monthly operating price in accordance with  
18    the contract terms.

19    The BOP has established standards of medical care to be provided  
20    to all individuals for whom they are responsible, regardless of  
21    the setting in which they receive such care. These standards are  
22    articulated through BOP Program Statements (P.S.), Operations  
23    Memoranda (OM), Technical Reference Manuals (TRM) and clinical  
24    practice guidelines. The contractor shall establish policies,  
25    procedures and protocols which assure the services it provides  
26    meet these standards.

27    The list below is provided for reference. There are portions of  
28    particular BOP Program Statements included in this list for which  
29    compliance is mandatory (e.g., mortality review, testing for  
30    tuberculosis and other infectious diseases). The sections and  
31    the specific requirements are outlined later in the SOW.

32	P.S. 5310.12	<u>Psychology Services Manual</u> , dated 3/7/95
33	P.S. 6010.01	<u>Psychiatric Treatment and Medication,</u>
34		<u>Administration Safeguards for</u> , dated 9/21/95
35	P.S. 6010.02	<u>Health Services Administration</u> , dated 1/15/05
36	P.S. 6013.01	<u>Health Services Quality Improvement</u> , dated
37		1/15/05

1 P.S. 6027.01 Health Care Provider Credential Verification,  
2 Privileges, and Practice Agreement Program,  
3 dated 1/15/05  
4 P.S. 6031.01 Patient Care, dated 1/15/05  
5 P.S. 6080.01 Autopsies, dated 5/27/94  
6 P.S. 6090.01 Health Information Management, dated 1/15/05  
7 P.S. 6190.03 Infectious Disease Management, dated 6/28/05  
8 P.S. 6270.01 Medical Designations and Referral Services  
9 for Federal Prisoners, dated 1/15/05  
10 P.S. 6340.04 Psychiatric Services, dated 1/15/05  
11 P.S. 6360.01 Pharmacy Services, dated 1/15/05  
12 P.S. 6370.01 Laboratory Services, dated 1/15/05  
13 P.S. 6400.02 Dental Services, dated 1/15/05  
14 PRG G6000I.04 Program Review Guidelines - Health Services  
15 Institution, dated 4/26/06  
16 TRM 6001.03 SENTRY Sensitive Medical Data/Medical Duty  
17 Status/Acuity Status, dated 6/8/99  
18 TRM 6501.06 Pharmacy, dated 2/28/01

19 Administration

20 Whenever possible, health care services shall be provided within  
21 the facility Health Services Unit (HSU). The contractor shall  
22 establish arrangements with local health care providers for  
23 emergency and medical services necessary for outpatient and  
24 inpatient health care not provided within the facility.

25 The contractor shall provide a minimum of one negative pressure  
26 room within the institution with the ventilation rate a minimum  
27 of 12 air exchanges per hour. The room shall also have an  
28 exhaust system to direct flow of air from the room to the  
29 outdoors or through High-Efficiency Particulate Air (HEPA)  
30 filters. The contractor shall have a negative pressure sensor  
31 device that will continuously monitor the pressure within the  
32 room.

33 The contractor shall provide adequate space for examination and  
34 treatment of the patient population, along with medical equipment  
35 to provide care required by the population. Space allocations  
36 shall include:

- 37 • space for privacy in consultation and physical

- examination,
- facilities for providing urgent care,
- storage and disposal of biohazardous waste,
- dental treatment area,
- secure pharmacy area,
- specimen collection area, and
- secure medical record storage.

Medical equipment should allow providers to conduct routine physical examinations, diagnose and treat minor injuries, evaluate emergency conditions and life support equipment as appropriate to the setting (e.g., automatic external defibrillators or other similar device). The contractor shall maintain a medical equipment preventive maintenance plan.

#### Services

The contractor shall have written plans, procedures and associated protocols for:

- routine (ambulatory) health care, mental health and dental services;
- 24/7 access to urgent/emergency medical treatment, including medical, mental health and dental emergencies;
- utilization of infirmary or "observation units" if they exist;
- initial health screening;
- health appraisal examination;
- daily triage of complaints;
- access to care procedures (scheduling appointments, consultations, diagnostic or treatment procedures, how care is provided in segregation or detention areas);
- special medical programs and services for, but not limited to:
  - management of chronic and acute medical conditions;
  - convalescent care;
  - mental health and substance abuse services;
  - health care specialists;
  - physical therapy services;

- ancillary services - radiology, laboratory, etc.;
- dental services (routine and emergency);
- pharmaceutical services and supplies;
- optometry services to include the provision of medically necessary eyeglasses;
- health education;
- medical diets;
- medical management related to the use of force and restraints;
- medical management of hunger strikes;
- surveillance, control, diagnosis and treatment of infectious diseases; and
- quality assurance/improving organizational performance provider licensure, credentialing, peer review.

#### Staffing

The contractor shall submit written plans and procedures for health care staffing of the facility. The plan will:

- specify the duties and responsibilities of all staff providing clinical services;
- specify the numbers and mix of staff providing services;
- define the supervision of staff providing services;
- ensure all duties and responsibilities of the clinical staff are consistent with applicable state licensing laws or regulations covering the practice of medicine, nursing, dentistry or other regulated clinical professions;
- ensure duties and responsibilities do not exceed the scope of practice as defined for any provider;
- define the mechanism by which the contractor will ensure staff performing medical services are licensed or certified as required by law or regulation;
- define the procedures for primary source verification of credentials;
- define the process for granting privileges to licensed independent practitioners and how other providers are authorized to carry out their duties (agreements, protocols, standing orders, etc.).

1     Pharmacy Services

2     The contractor shall adhere to Part 1 of the Pharmacy TRM, the  
3     BOP National Formulary. The contractor shall obtain signed  
4     informed consents for medications used for psychiatric treatment  
5     which is located in the Pharmacy TRM.

6     Infectious Disease Management Program

7     The contractor shall comply with all Occupational Safety and  
8     Health Administration (OSHA) regulations in the delivery of  
9     health care services. The contractor shall ensure all inmates  
10    are tested in accordance with P.S. 6190.03, Infectious Disease  
11    Management, dated 6/28/05.

12    The contractor shall comply with the most recent Centers for  
13    Disease Control and Prevention/Morbidity and Mortality Weekly  
14    Report (CDC/MMWR) "Prevention and Control of Tuberculosis in  
15    Correctional Facilities: Recommendations of the Advisory Council  
16    for the Elimination of Tuberculosis" and "Guidelines for  
17    Preventing Transmission of Mycobacterium Tuberculosis in Health-  
18    care Facilities."

19    The contractor shall comply with the most recent Department of  
20    Health and Human Services (DHHS) and United States Public Health  
21    Service (USPHS) guidelines related to the treatment of HIV and  
22    AIDS. These guidelines are available at www.aidsinfo.nih.gov.  
23    Specific guidelines include:

- 24       •     "Guidelines for the Use of Antiretroviral Agents in  
25       HIV-Infected Adults and Adolescents"
- 26       •     "Guidelines for the Prevention of Opportunistic  
27       Infections in Persons Infected with HIV"
- 28       •     "Guidelines for the Management of Occupational  
29       Exposures to HBV, HCV, and HIV and Recommendations for  
30       Postexposure Prophylaxis"
- 31       •     "Management of Possible Sexual, Injecting-Drug-Use, or  
32       Other Nonoccupational Exposure to HIV, Including  
33       Considerations Related to Antiretroviral Therapy"
- 34       •     "Prevention and Treatment of Tuberculosis Among Patients  
35       Infected with Human Immunodeficiency Virus: Principles  
36       of Therapy and Revised Recommendations"

1 The contractor shall comply with the most recent National  
2 Institutes of Health (NIH) "Consensus Development Conference  
3 Statement on the Management of Hepatitis C."

#### 4 Preventive Health Services

5 The contractor shall provide preventive health care to include  
6 immunizations and medical screening procedures consistent with  
7 those recommended by the United States Preventive Health Task  
8 Force.

#### 9 Management of Chronic Medical Conditions

10 For the treatment of chronic diseases, the contractor shall use  
11 current evidence-based clinical treatment guidelines promulgated  
12 by nationally recognized sources, such as the National Asthma  
13 Education Program; Joint National Committee on Prevention,  
14 Detection, Evaluation and Treatment of High Blood Pressure;  
15 National Cholesterol Education Program; American Diabetes  
16 Association; and American Psychiatric Association. The BOP  
17 Health Services Division has issued clinical treatment guidelines  
18 from the Office of the Medical Director based upon these and  
19 other nationally recognized guidelines and tailored to the  
20 correctional environment. These are available from the Health  
21 Services Division or at [www.nicic.org](http://www.nicic.org). The contractor shall  
22 specify which guidelines it has chosen to use and will be  
23 benchmarked against those guidelines.

#### 24 Quality Improvement

25 The contractor shall establish a clinical care quality assessment  
26 and improvement program along with a quality measurement system  
27 for health care services. The quality of services shall be  
28 assessed through this program, and the findings shall be  
29 available to the BOP upon request.

#### 31 Organ Donations/Transplants

32 All issues related to organ donations/transplants will be  
33 immediately reported to the COR for consultation with the BOP  
34 Medical Director who will evaluate on a case-by-case basis.

1     Inmate Death

2     In the event of inmate death, the contractor shall immediately  
3     notify the COTR and submit a written report to the COR and BOP  
4     Medical Director via GroupWise at BOP-HSD\Assistant Director  
5     within 24 hours. Also, a copy of this report must be sent to the  
6     BOP Office of Quality Management (OQM) via GroupWise at BOP-  
7     HSD\Quality Management. The written report shall include, at a  
8     minimum: name of the deceased, age, register number, date of  
9     death, preliminary cause of death, place of death, narrative  
10    containing brief clinical synopsis of events leading to death  
11    (including staff response and hospitalization) and past medical  
12    history. If an autopsy is to be performed, this information  
13    should be included. If the death occurred in the community  
14    hospital, length of hospitalization or emergency care must be  
15    included.

16    If death is due to violence, an accident surrounded by unusual or  
17    questionable circumstances or is sudden and the deceased has not  
18    been under immediate medical supervision, the contractor shall  
19    notify the coroner of the local jurisdiction to request review of  
20    the case and, if necessary, examination of the body (e.g.,  
21    autopsy). The contractor shall obtain the autopsy report if one  
22    is performed and submit it along with the Mortality Review Report  
23    mentioned below. If the autopsy, toxicology or tissue analysis  
24    is not completed by the coroner in the 30-day time frame  
25    mentioned below, the contractor will notify OQM via GroupWise and  
26    forward the results as soon as they are available. The  
27    contractor shall establish coroner notification procedures  
28    outlining such issues as performance of an autopsy, who will  
29    perform the autopsy, obtaining state-approved death certificates  
30    and local transportation of the body.

31    Within 30 days of an inmate death, the Mortality Review Committee  
32    will complete the Mortality Review Report in its entirety and  
33    send it, accompanied by the original health record, to the Health  
34    Services Division, Office of Quality Management. Final autopsy  
35    reports, toxicology studies, death certificates, etc. are to be  
36    forwarded to OQM via trackable mail immediately upon receipt.  
37    The contractor is required to conduct the mortality review using  
38    the Multi-Level Mortality Review (Form BP-A563) and to submit to  
39    the BOP Medical Director via GroupWise with a copy to the COR.

1 P.S. 6013.01, Health Services Quality Improvement, dated 1/15/05,  
2 should be consulted for guidance. The BOP will have an external  
3 consultant review the report and provide written recommendations  
4 to the contractor via the Medical Director.

5 If the Mortality Review Committee finds opportunities to improve  
6 the quality of care, the plan of action for improvement should be  
7 considered and, if appropriate, incorporated into the  
8 contractor's Quality Control Program. If the external consultant  
9 recommends improvement action, the contractor must address each  
10 recommendation and report any actions taken to the BOP Medical  
11 Director within 90 days of receipt of the recommendations.

12 The contractor is responsible for preparation and transportation  
13 of the body to the designated family member, nearest of kin or  
14 Consular Officer of the inmate's country of legal residence.

15 Personal property of the deceased inmate shall be inventoried and  
16 forwarded to the designated family member, nearest of kin or  
17 Consular Officer of the inmate's country of legal residence.

#### 18 Medical Records

19 Consistency in content and format of medical records of inmates  
20 transferring between contract and BOP facilities is a critical  
21 component of care for inmates.

22 The contractor shall adhere to P.S. 6090.01, Health Information  
23 Management, dated 1/15/05, in preparing, formatting, documenting,  
24 maintaining, releasing of information and all medico-legal  
25 aspects of an inmate's medical record. The contractor is  
26 responsible for supplying medical record folders, consistent with  
27 the specification provided by the BOP, only for those inmates who  
28 are new designations into the facility or in cases where  
29 transferred medical records cannot be located. The Government  
30 shall provide the contractor a copy of all applicable Government  
31 forms necessary to document an inmate's medical record.

#### 32 Data Collection and Management

33 The contractor shall comply with P.S. 6031.01, Patient Care,  
34 dated 1/15/05, on Sensitive Medical Data/Medical Duty Status  
35 (SMD/MDS) for the reporting and accountability of medical data on

1 all inmates assigned to the facility, including utilizing the  
2 SMD/MDS TRM.

3 Data collected for the assessment of the quality of care or for  
4 accreditation purposes will be made available to the BOP upon  
5 request.

#### 6 Medical Redesignation Requests

7 The contractor shall comply with P. S. 6270.01, Medical  
8 Designations and Referral Services for Federal Prisoners, dated  
9 1/15/05, regarding transfers and medical designations of inmates  
10 assigned to the facility. Medical designations to BOP medical  
11 centers or other Government facilities will be at the sole  
12 discretion of the BOP. In order to transport, the inmate must be  
13 medically cleared and stable for their mode of travel.

#### 14 **O. Work and Correctional Industries**

15 Inmate labor shall be used in accordance with the inmate work  
16 plan developed by the contractor. The inmate work plan may  
17 include work or program assignments for industrial, maintenance,  
18 custodial, service or other jobs.

19 Inmates shall not be used to perform the responsibilities or  
20 duties of an employee of the contractor. Appropriate safety/  
21 protective clothing and equipment shall be provided to the inmate  
22 population as appropriate. Inmates shall not be assigned work  
23 considered hazardous or dangerous. This includes, but is not  
24 limited to, areas or assignments requiring great heights, extreme  
25 temperatures, use of toxic substances or unusual physical  
26 demands.

27 As applicable, inmates shall be paid identical rates of pay as  
28 those established by the BOP. Current established rates are in  
29 P.S. 5251.06, Inmate Work and Performance Pay, dated 10/1/08, and  
30 28 CFR 545.20. The contractor shall develop procedures whereby  
31 inmates receiving performance pay who are found through the  
32 disciplinary process to have committed a level 100 or 200 series  
33 drug- or alcohol-related prohibited act will have performance pay  
34 reduced to maintenance pay level.

1 **P. Academic and Vocational Education**

2 The contractor may provide voluntary educational programs (e.g.,  
3 English-as-a-Second-Language).

4 The contractor shall comply with the Protection of Children from  
5 Sexual Predators Act of 1998 (P.L. 105-314). Inmates shall be  
6 restricted from access to interactive computer services.

7 Newspapers and other reading materials in languages applicable to  
8 the inmate population shall be provided in sufficient quantity  
9 and in a timely manner.

10 The contractor shall develop and make available to all inmates an  
11 education program which addresses the subject of sexual  
12 assault/sexual abuse. The content of the educational program  
13 must include topics such as: recognizing behaviors that are  
14 inappropriate, harassing or assaultive; how to seek protection;  
15 privacy rights; medical/psychological programs for victims of  
16 abuse; and how to make confidential reporting of sensitive issues  
17 to institution staff, BOP or DOJ Office of Inspector General  
18 (OIG). The contractor shall augment the educational program by  
19 distributing informational posters and pamphlets to the inmate  
20 population.

21 **Q. Recreation and Activities**

22 The contractor shall comply with Section 611 of P.L. 104-208,  
23 Title I, Section 101(a) (the Zimmer Amendment), which addresses  
24 use of recreational equipment and materials by federal inmates.  
25 The contractor shall develop adequate and meaningful recreation  
26 programs for inmates at the facility.

27 The contractor shall not permit any of the restricted items or  
28 practices identified in Sections 612 and 615 of The Commerce,  
29 Justice, State Appropriations Act of 2000 (P.L. 106-113), as  
30 amended or re-authorized, in the facility.

31  
32 **R. Telephone**

33 The contractor shall provide a telephone system for inmates  
34 capable of accommodating both debit and collect telephone calls.  
35 The contractor shall establish procedures that permit inmates to

1 make telephone calls, including in cases of emergency or  
2 indigence.

3 The contractor shall implement telephone limitations as directed  
4 by the BOP.

5 Inmates in the Special Housing or Control Unit are entitled to a  
6 minimum of one social call per month.

7 The system shall prevent inmates from calling any telephone  
8 number not included on the inmate's official telephone list.  
9 Once an inmate submits the initial list, it must be processed  
10 (ordinarily within five work days) and may contain up to 30  
11 telephone numbers the inmate is authorized to call. Calls may be  
12 made via debit or collect procedures except as otherwise  
13 authorized by the Warden of the facility for good cause. The  
14 contractor shall ensure any individual (United States residents  
15 only) placed on an inmate's telephone list receives notice they  
16 have been placed on such a list and document same. The  
17 contractor shall ensure the individual is provided with the means  
18 to remove themselves from the list.

19 A telephone number for a victim or a witness (as identified on  
20 the Pre-Sentence Investigation Report or as otherwise verified by  
21 staff) or telephone numbers assigned to any BOP institution,  
22 office or component or any telephone number of a recently  
23 separated or current contract/BOP employee may not be placed on  
24 an inmate's telephone list without the Warden's express written  
25 permission.

26 The contractor shall allow each inmate the opportunity to update  
27 their telephone list no more than three times per month except as  
28 otherwise authorized by the Warden of the facility for good  
29 cause.

30 If authorized to do so under applicable law, the contractor shall  
31 monitor and record inmate telephone conversations. The  
32 contractor shall provide notice to inmates of the potential for  
33 monitoring. However, the contractor shall also provide  
34 procedures at the facility for inmates to be able to place  
35 unmonitored telephone calls to their attorneys of record.

36 Telephone rates shall not exceed the dominant carrier residential

1 tariff rate and shall conform to all applicable federal, state  
2 and local telephone regulations.

3 Any income received by the contractor as a result of inmate  
4 telephone calls which is in excess of expenses incurred (to  
5 include refunds/rebates from carriers) shall offset the cost of  
6 this contract. The contractor shall provide the CO with copies  
7 of any contracts between the contractor and the inmate telephone  
8 system provider(s). The contractor shall provide the CO with all  
9 documentation in support of any agreement the contractor has  
10 regarding income, refunds, rebates and other monetary or non-  
11 monetary reimbursements involving the inmate telephone system.  
12 The contractor shall also provide the CO and COR with copies of  
13 all invoices and other documentation of expenses incurred and  
14 income received in regards to the inmate telephone system with  
15 its monthly request for contract payment and apply the credit  
16 against the monthly payment. The CO and COR shall have total  
17 access to all telephone operation records.

18 [End of Section]

In accordance with the Inspection of Services--Fixed-Price clause, the Government may reduce the contractor's invoice or otherwise withhold payment for any individual item of nonconformance observed. The Government may apply various inspection and extrapolation techniques (i.e., 100% surveillance, random sampling, planned sampling, unscheduled inspections, etc.) to determine the quality of services and the total payment due.

### **E.3 CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES**

The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in this solicitation. Specifically, the Government reserves its rights under the Inspection of Services and Termination Clauses. Any reduction in the contractor's invoice shall reflect the contract's reduced value resulting from the contractor's failure to perform required services. The contractor shall not be relieved of full performance of the services hereunder and may be terminated for default based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

### **E.4 INSPECTION BY REGULATORY AGENCIES**

Work described within the contract is subject to inspection by other regulatory agencies. The contractor shall respond to all requests for information and inspection or review findings by regulatory agencies. The results of all such inspections shall be provided to the CO/Contracting Officer's Technical Representative (COTR).

### **E.5 PERFORMANCE EVALUATION MEETINGS**

The contractor's representatives shall meet with the CO, Contracting Officer's Representative (COR) and COTR on a regular basis as determined necessary by the CO. These meetings will provide a management level review and assessment of contractor performance, a discussion and resolution of problems and, if applicable, a draft of the contractor's proposed invoice. A mutual effort will be made to resolve all problems identified. The contractor is responsible for the preparation of the meeting minutes. The written meeting minutes shall be signed by the contractor's

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 CHANGE IN ESSENTIAL PERSONNEL

Following contract award, any change in essential personnel during contract performance is subject to the review and approval of the Contracting Officer's Representative. The contractor shall submit evidence that the qualifications of the prospective replacement personnel are equal to or greater than personnel vacating the positions. Such requests for review and approval shall be in writing. Failure of the contractor to timely fill any essential position may result in an invoice reduction from the day of the vacancy.

The following positions are considered essential personnel:

- Project Coordinator
- Warden(s)
- Associate Warden(s)
- Administrator, Religious Services
- Case Management Coordinator
- Chief, Correctional Services
- Computer Services Manager
- Correctional Shift Supervisors
- Facilities Manager/Administrator
- Food Service Administrator
- Human Resource Manager
- Inmate Systems/Records Office Manager
- Intelligence Officer
- Medical Services Administrator
- Quality Control Specialist
- Safety/Environmental Specialist

### H.2 POST-AWARD PERFORMANCE CONFERENCE

A post-award performance conference between the Bureau of Prisons (BOP) and the contractor will be held prior to issuance of the Notice to Proceed.

The purpose of the post-award performance conference is to: discuss and develop a mutual understanding concerning scheduling and administering the work; introduce BOP and contractor staff; and resolve as many potential problems as possible before performance.

## Attachment J-2

### EVALUATION TECHNIQUES FOR QUALITY ASSURANCE OF CONTRACTOR PERFORMANCE

**General:** In accordance with the Inspection of Services--Fixed-Price clause, the Federal Bureau of Prisons (BOP) may choose to apply a program review inspection process to either assess the contractor's performance or determine the amount of payment or both. The following is a description of the program review process.

Program Review is a system for inspecting performance, testing the adequacy of the internal quality controls and assessing risks for all program and administrative areas of contract performance.

The review guidelines will be based on the contractor's Quality Control Program (QCP), Statement of Work (SOW), professional guidelines referenced by the SOW, applicable BOP policy and any other appropriate measure within the contract's scope of work.

Contract requirements will be divided into various disciplines, each of which has a number of vital functions. Successful performance in a vital function is essential to successful performance of the related discipline. Each discipline comprises a specific percentage of the overall contract requirement. Deductions will be based on these percentages applied to the overall monthly invoice.

The BOP may, consistent with the scope of contract performance requirements, unilaterally change the vital functions identified in the Performance Requirements Summary Table (PRST). A minimum of 30 calendar days before the beginning of each evaluation period, the Contracting Officer (CO) will notify the contractor of any changes. If the contractor is not provided with the notification, the existing vital functions will continue in effect for the next evaluation period unless the contractor agrees to accept the proposed changes.

The BOP reserves the right to develop and implement new inspection techniques and instructions at any time during contract performance without notice to the contractor.

**Management Assessment:** Subsequent to award, the CO will convene a meeting in which the BOP and the contractor will cooperatively assess the contractor's QCP and the BOP's Quality Assurance Plan (QAP). The assessment process is intended to facilitate the

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